

Gil R. Cubia, Senior Group Counsel
Johnson Controls Battery Group, Inc.
5757 N. Green Bay Avenue, X-18
Milwaukee, WI 53209
414-524-2500
Gil.R.Cubia@jci.com

SDMS Document



122555



June 5, 2012

Via Federal Express

Ms. Tanya Mitchell
Remedial Project Manager
U.S. Environmental Protection Agency, Region 2
New Jersey Remediation Branch
290 Broadway, 19th Floor
New York, NY 10007-1866

***Re: Response of Johnson Controls, Inc. (JCBGI) to U.S. EPA's April 16, 2012
CERCLA Section 104(e) Request for Information Regarding the Raritan Bay Slag
Superfund Site, Monmouth County, New Jersey***

Dear Ms. Mitchell:

On behalf of Johnson Controls Battery Group, Inc. ("JCBGI"), which is a wholly-owned subsidiary of Johnson Controls, Inc., I am hereby responding to the April 16, 2012 request of the United States Environmental Protection Agency ("U.S. EPA") regarding the Raritan Bay Slag Superfund Site in Monmouth County, New Jersey (the "Site"). Pursuant to the consent of Frank Cardiello, U.S. EPA agreed to allow JCBGI to submit this response on or before June 6, 2012. Mr. Cardiello also agreed to allow JCBGI to refer to a response that JCBGI previously submitted to U.S. EPA in response to a 104(e) request, dated July 13, 1993, regarding the NL/Dutchboy Paint Site in Perth Amboy, New Jersey.

PRELIMINARY STATEMENT

JCBGI denies any liability in connection with the Site, or with the NL Industries Perth Amboy, New Jersey facility (the "NL Perth Amboy Site"), which U.S. EPA also requests information about in its 104(e) request. JCBGI further denies that it disposed of or treated, or arranged for the disposal or treatment of hazardous substances at the Site or at the NL Perth Amboy Site. JCBGI further denies that U.S. EPA or any other person or entity sustained any damages as the direct or proximate result of any careless or negligent conduct, or any other act or omission on the part of JCBGI and its officers, directors, agents and employees.

In addition to the fundamental denial of any liability in connection with the Site or the NL Perth Amboy Site, JCBGI specifically notes the following:

1. With respect to U.S. EPA's inquiries concerning Delco Electronics ("Delco") and Delco's alleged arrangement for services with NL Industries, JCBGI is not the successor-in-interest to Delco, or as it is currently identified, Delphi. JCBGI does not possess information responsive to U.S. EPA's inquiries regarding Delco.
2. With respect to any arrangement for services by JCBGI with NL Industries at the NL Perth Amboy Site, and, to the extent that in the course of such services, a release of a hazardous substance occurred at the NL Perth Amboy Site which otherwise could result in U.S. EPA asserting that JCBGI is a "responsible party" under CERCLA Section 107 (a)(3), JCBGI asserts that it is fully exempt from liability pursuant to the terms of the Superfund

Recycling Equity Act (CERCLA Section 104(e)). JCBGI's arrangement with NL Industries was an agreement for reclamation of recyclable materials under specific tolling agreements. JCBGI's receipt of reclaimed materials from NL Industries under these tolling agreements meets each of the criteria of (CERCLA Section 104(e)).

3. With respect to the Raritan Bay Superfund Site, JCBGI denies and U.S. EPA cannot establish that JCBGI has any liability for the Raritan Bay Slag Superfund Site because any arrangement for disposal of slag at the Raritan Bay Superfund Site was presumably directed by NL Industries, without any involvement by JCBGI, and presumably long after JCBGI had any contractual relationship under a tolling agreement with NL Industries concerning the NL Perth Amboy facility. NL Industries itself would be the generator of any such waste and therefore directly responsible.

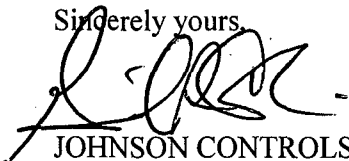
JCBGI has made a diligent effort to obtain information responsive to this Request, and it is hereby providing the enclosed Response. Information furnished in this Response, however, may be incomplete at this time, and JCBGI cannot exclude the possibility that there may be more complete information or even information that indicates a response being supplied is incorrect. JCBGI, therefore, reserves the right to supplement this Response at a later time if additional information is discovered.

OBJECTIONS

1. JCBGI objects to the Instructions and the Request to the extent they are vague, ambiguous, overbroad, unduly burdensome, arbitrary, capricious and not otherwise authorized by law. Further, JCBGI objects to the Instructions and Request to the extent that the information requested does not reasonably relate to (a) the identification, nature, or quantity of materials which have been generated, treated, stored, disposed of at, or transported to the Site; (b) the nature or extent of a release or threatened release from the Site; or (c) ability to pay for or perform a cleanup. To this extent, the questions exceed the authority granted to U.S. EPA under Section 104(e) of CERCLA.
2. JCBGI objects to the Instructions and the Request to the extent they request information protected by the attorney-client privilege and/or the attorney work product doctrine.

The Preliminary Statement and Objections are incorporated into each of the responses set forth in the enclosed Response. If you have any questions or comments concerning this Response, please feel free to give me a call. Thank you for your attention to this matter.

Sincerely yours,



JOHNSON CONTROLS, INC.
Gil R. Cubia
Sr. Group Counsel
Power Solutions

cc: Frank Cardiello, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, NY 10007-1866

RESPONSE OF JOHNSON CONTROLS BATTERY GROUP, INC. ("JCBGI") TO U.S. EPA'S REQUEST FOR INFORMATION, DATED APRIL 16, 2012, REGARDING THE RARITAN BAY SLAG SUPERFUND SITE

Each of the responses below incorporates the Preliminary Statement and Objections set forth in the cover letter to this response. Subject to these objections, JCBGI responds to U.S. EPA's questions as follows. The text in bold below is copied from U.S. EPA's request for information letter. For certain responses below, JCBGI incorporates by reference JCBGI response, dated September 10, 1993 (the "1993 Response"), to US EPA's Section 104(e) request for information, dated July 13, 1993 (the "1993 Request"), regarding the NL/Dutchboy Paint Site in Perth Amboy, New Jersey ("Perth Amboy"). A copy of the 1993 Response is enclosed for your convenience.

1. Answer the following questions regarding Johnson Controls, Inc. ("the Company").

a. State the full legal name, principal place of business, and mailing address of the Company.

Johnson Controls Battery Group, Inc.
5757 N. Green Bay Avenue
Milwaukee, Wisconsin 53209

b. Is the Company the successor in interest to Globe Union, Inc.?

Yes - JCBGI is the successor in interest to Globe Union with respect to the subject of this request.

c. Is the Company the successor in interest to Delco Electronics?

No - the Company is not the successor in interest to Delco Electronics with respect to the subject of this request. As such, the responses included below relate only to Globe-Union, Inc.'s operations.

2. EPA is aware that between 1960 and 1975 Globe-Union, Inc. and Delco Electronics maintained an ongoing business relationship with NL Industries, Inc. Describe any relationship, arrangements or agreements that Globe-Union, Inc. and Delco Electronics had with NL Industries' Perth Amboy, NJ facility ("NL Industries") between 1960 and 1980. Provide any documents related thereto, including:

a. All contracts and agreements or other communications with any parties.

JCBGI is enclosing documents responsive to this request; however, please note that one of the agreements enclosed (dated July 1970) is incomplete, and JCBGI does not have a complete copy of this agreement.

b. Bills of lading issued by or to NL Industries.

JCBGI does not have any documents responsive to this request other than the documents that were provided by U.S. EPA to JCBGI with the 1993 Request.

c. Bills or invoices issued by or to NL Industries.

JCBGI does not have any documents responsive to this request other than the documents that were provided by U.S. EPA to JCBGI with the 1993 Request.

3. EPA is aware that Globe-Union, Inc. and Delco Electronics were selling, consigning, transporting, disposing, treating or purchasing lead, lead battery plates, lead slag, dross, oxides, mud, furnace matte, lead "bottoms" or "buttons," or other lead-bearing materials to NL Industries. Please provide:

a. The year(s) during which such transactions occurred.

1962 to May 1, 1974 (the date that NL discontinued operations at the NL/Perth-Amboy facility).

b. The physical state, nature (including, e.g., chemical composition, toxicity) and volume of the materials which were the subject of the transactions.

See Response 2(a) above and Responses No. 8 and No. 9 in the 1993 Response and corresponding documents.

c. Provide copies of any documents or records pertinent to or relied upon in answering any part of this question.

See Response 2(a) above and Responses No. 8 and No. 9 in the 1993 Response and corresponding documents.

4. Do you have any reason to believe that any of the following may have been taken by Globe-Union, Inc. or Delco Electronics, including any predecessor(s), subsidiary or division of those companies, and later transported to NL Industries between 1960 and 1980? Please provide a separate Yes or No answer to each of a through e, below:

a. Any waste, by-products, recyclable, off-specification or "off-spec" material?

Yes – recyclable materials (scrap whole lead-acid batteries and plant scrap). JCBGI is enclosing documents responsive to this request. *See also 1993 Request and 1993 Response.*

b. Any slag, dross, oxides, acids or battery mud?

Yes – dross, oxide, and mud. *See* 1993 Request and 1993 Response.

c. Any solid waste of any type, including battery plates and battery casings, any industrial waste?

Yes – plates. *See* 1993 Request and 1993 Response.

d. Lead in any form (alone or in combination with any other metal(s))?

Yes - *See* responses above, 1993 Request and 1993 Response.

e. Any combination of the above?

Yes - *See* responses above, 1993 Request and 1993 Response.

5. For each Yes answer to any of items in Question 4 above, please provide the specific basis for the answer, including:

a. The description of the substances or materials transported to or from an NL Industries facility. Include the common name or descriptive term of such waste or by-product (e.g., "spent battery cases," "furnace mattes," "lead bottoms," "slag," "dross," "off-specification product").

See responses above, 1993 Request and 1993 Response.

b. The chemical characterization, composition and quantities (by volume and/or weight, number of drums or containers, tons of slag, etc.); transported to or from NL Industries; the date(s) such substances or materials were transported to or from NL Industries.

See responses above, 1993 Request and 1993 Response.

c. The hazardous substances in such materials.

See responses above, 1993 Request and 1993 Response.

d. Describe all efforts (e.g., site visits) taken by Globe-Union, Inc. or Delco Electronics to determine what would be done with the discarded portions of batteries or other lead bearing materials listed in your response to question a that may have been sold, transferred, or delivered to NL Industries.

JCBGI does not have any information responsive to this request.

e. All records relating to such transactions, including, but not limited to.

JCBGI does not have any information responsive to this request, and JCBGI does not fully-understand this question because the end of the question is cut-off in U.S. EPA's letter.

6. Provide copies of all tests, analyses, and analytical results concerning every type of material Globe-Union, Inc. or Delco Electronics ever transported to NL Industries.

JCBGI does not have any documents responsive to this request other than the documents that were enclosed with the 1993 Request.

7. Were the transactions between Globe-Union, Inc. or Delco Electronics and NL Industries: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement or conversion agreement between the companies; or 3) reflected in the "banking" of the transacted material in a metal account at the request of Globe-Union, Inc. or Delco Electronics for return or other disposition at a later date?

JCBGI believes all agreements between Globe-Union, Inc. and NL Industries were tolling/conversion agreements. See Response to Question 2(a) and corresponding documents.

8. If you do not have documents responsive to the previous question but believe others do, identify who might have such documents and the basis for such a belief.

We do not believe that any others, aside from NL Industries and Delco Electronics, may have documents responsive to the previous question.

9. Identify by name, address, title and telephone number every past and present employee of the Company, or any other person, whom you have reason to believe has knowledge of hauling and/or disposal of any material to/from the NL Industries facility between 1960 and 1980.

The following individuals may have additional knowledge, and the information included below is the last known addresses/phone numbers that JCBGI has in its human resources records for these individuals.

- **Vince Bonifera**

Former Transportation Manager - JCBGI Middletown, DE Facility.
7 Lakeview Drive
Smyrna, Delaware 19977
Phone: (302) 653-9793

- **Eddie R. Mason (or Russ Mason)**
Former JCBGI employee/contractor (may be deceased)
274 Lakeview Drive
Florence, Kentucky 41042
Phone: (606) 282-1645
Phone: (813) 425-4710
- **Ron Lindsay**
Former Quality Control Manager - JCBGI Bennington, VT Facility
Westview Place
Shaftsbury, Vermont 05262
Phone: (802) 447-7693

10. Identify each individual who assisted or was consulted in the preparation of the response to this Request for Information and specify the question with which each such person assisted in responding.

- Edward B. Witte (Outside Counsel for JCBGI) – *All Questions*
- Natalia Minkel-Dumit (Outside Counsel for JCBGI) – *All Questions*
- Gil R. Cubia (Senior Group Counsel, JCBGI) – *All Questions*
- Michael Stoelton (Director of Environmental Affairs, JCI) – *All Questions*
- Nancy McDevitt (Senior Paralegal, JCBGI) – *All Questions*
- Terry Wussow (Commodity Manager, JCBGI) – *Questions 3(b), 4, 5, 7.*

11. Identify any other person (e.g., individual, company, partnership, etc.) having knowledge of facts relating to the questions which are the subject of this inquiry. For each such person that you identify, provide the name, address, and telephone number of that person, and the basis of your belief that he or she has such knowledge. For past and present employees, include their job title and a description of their responsibilities.

See response to Question #9 above.

EPA REQUEST FOR INFORMATION TO JOHNSON CONTROLS
IN THE MATTER OF THE RARITAN BAY SLAG SUPERFUND SITE

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of Wisconsin
County of Milwaukee :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

Gil R. Cubia


NAME (print or type)

Senior Group Counsel

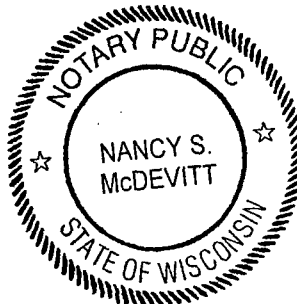
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SIGNATURE

Sworn to before me this 5th
day of June 5, 2012


Notary Public

My commission expires: April 24, 2016



CONVERSION AGREEMENT DATED JUNE 1, 1973AMENDED MARCH 1, 1974 AS FOLLOWS:Clause 2 Amended to read:

NL will return metal against GOULD scrap as:

(a) At least 80% in the form of antimonial lead, F.O.B. NL's plants, during the month following month of receipt from the same plant to which scrap has been delivered.

*2.59% Antimonial Lead will be returned in quantity equal to:

*47.12% of weight of scrap whole wet batteries delivered to Dallas and Granite City.

*47.12% of weight of scrap whole wet batteries delivered to Atlanta.

*47.12% weight of scrap whole wet batteries delivered to Beech Grove, Chicago, and St. Louis.

*47.12% of weight of scrap whole wet batteries delivered to Pedricktown, Perth Amboy, and Cleveland.

*46.65% of weight of scrap whole wet batteries delivered to Los Angeles and Portland.

*The foregoing percentage returns apply to current mix rubber/plastic case batteries. For scrap whole wet plastic case batteries shipped segregated the return will be 127% of the yield for mix rubber/plastic case batteries.

*All these items are subject to adjustment.

In all cases metal unit yield for drained dry batteries will be 111% of the yield for wet batteries.

It is also agreed that the yield percentages quoted are subject to revision at intervals of no less than six months. Revisions

NL EP000003315

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will be based on tests of batteries returned from the field by GOULD and other shippers of scrap batteries to NL. GOULD will have the right to review and approve the test methods and results and to have observers present at the tests.

Against plant scrap NL will return as antimonial lead 96.5% of the lead content and 96.5% of the antimony content of the scrap. NL will adjust the returnable antimonial lead to GOULD's specifications, with the understanding that GOULD may specify an alloy containing less than the agreed antimony content only by special negotiation.

Clause 3a) Amended as follows:

Effective March 1, 1974 the conversion charges will be as follows:

(1) Scrap whole batteries	<u>3/1/74-5/31/74</u>	<u>6/1/74-2/28</u>
per ton of returnable metal		
(Including breaking charges)	\$120.00	\$125.00
(2) Plant Scrap - per ton of material received		
A. Plates-pasted/unpasted;	<u>3/1/74-2/28/75</u>	
pot dross; casting dross;		
reject oxide; dust		\$68.75
B. Sump mud; slurry		\$80.00

Clause 3b) Amended to read:

Antimony additions are to be charged at the difference between the RMM Laredo bulk antimony price (currently \$1.02) plus nominal freight (currently 2¢ per pound) and the Metals Week U.S. lead price, both based on average for month of metal return. Antimony additions are to be billed at the end of the month of shipment.

Antimony returned as a percentage of total metal withdrawn (oxide & antimonial lead) each month will not exceed the percentage rate at which it is credited to the conversion inventory (currently 2.65% in scrap batteries and assay basis for plant scrap).

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Clause 3c) Amended to read:

Arsenic additions in excess of .10% at a monthly fee in accordance with market conditions (currently \$1.75 per pound).

Clause 3d) Amended to read:

Tin additions in excess of .10% at the American Metal Market New York Prompt Straits tin price in effect for the month of shipment.

Clause 3e) New clause added:

For additions of copper, cadmium, silver, or other metals at NL's cost of metals in effect for month of shipment.

Clause 3f) New clause added:

A manufacturing charge of \$20.00 per ton will be assessed for all alloys other than NL alloys. This manufacturing charge will be in effect for all shipments on or after July 1, 1974. The manufacturing charge will be waived on orders of a minimum of 250 tons of any one specification from any one NL location. This waiver applies to individual orders only. The material covered by these orders must be received by and delivered to customers' locations within 30 days of notification that the material is available for shipment. The manufacturing charge will be in effect for the entire order if all material is not released for shipment within the specified 30 day period.

Clause 4) All credits for metal purchases are discontinued.

The clause now reads:

a) Antimonial lead shipped in excess of returnable metal is to be billed as follows: *effective July 1, 1974* *EDP*

- I) Lead (less payable elements listed below) at the average of the following two prices.

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- a. NL's average price for secondary grade lead for month of shipment. NL will notify GOULD of this price the beginning of every month.
 - b. The Metals Week average producer's price for corroding grade lead for the month of shipment.
- II) For antimony content at the published RMM Laredo antimony price in effect for month of shipment, plus nominal freight.
- III) For arsenic additions at a monthly fee in accordance with market conditions.
- IV) For tin additions at the American Metal Market New York Prompt Stra: Tin Price in effect for month of shipment.
- V) For additions of copper, cadmium, silver or other metals at NL's cost of metals in effect for month of shipment.
- VI) A manufacturing charge of \$20.00 per ton will be assessed for all alloys other than NL alloys. This manufacturing charge is subject to change by NL on 30 days written notice. This charge will be in effect for all shipments on or after July 1, 1974. The manufacturing charge will be waived on orders of a minimum of 250 tons of any one specification from any one NL location. This waiver applies to individual orders only. The material covered by these orders must be received by and delivered to customers' locations within 30 days of notification that the material is available for shipment. The manufacturing charge will be in effect for the entire order if all material is not released for shipment within the specified 30 day period.

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NL EP00003318

- b) Should GOULD's balance of metal returnable at any plant build up to a level beyond GOULD's ability to consume it, NL and GOULD will negotiate a basis for purchase of the excess by NL. Each of NL's plants will issue a report to GOULD headquarters as soon as possible after the end of the month listing receipts of scrap whole batteries and plant scrap, assays on scrap, opening balances, shipments, closing balances and other necessary information.

Clause 12 Amended to read:

If during the life of this agreement prices and terms that are more favorable in the aggregate than the terms and conditions of this agreement are agreed to by NL with other customers under like conditions such new prices and terms will be extended to GOULD.

Clause 13 New clause added:

Fuel index to be supplied.

Clause 14 New clause added:

Any upward variance in the price of scrap iron from \$104.26 per ton and any downward variance in the price of scrap iron to, but no lower than, \$104.26 per ton will effect the conversion costs in 3a). For each \$1.00 change in the price of scrap iron the change in the conversion costs will be eight (8) cents per ton. The price will be adjusted at the beginning of each calendar quarter based on the average of the three preceding month's prices for No. 1 Heavy Melting Steel for Pittsburgh, Philadelphia, and Chicago as published in American Metal Market

NL EPE000003319

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This agreement made this day of July 1970 by and between Gould, Inc. (hereinafter called GOULD) and National Lead Company (hereinafter called NATIONAL) provides for conversion into Specification Antimonial Lead by NATIONAL the metal content of plant scrap and scrap whole batteries to be shipped to NATIONAL'S plants by GOULD under the following terms and conditions:

1. GOULD will ship at least 12,000 net tons per year (material weight) of plant scrap and scrap whole S.L.I. batteries from any of their battery manufacturing plants or from their delivery routes to NATIONAL'S smelting plants (including plants of NATIONAL'S affiliate Morris P. Kirk & Son, Inc.) which are located at Perth Amboy, New Jersey; Atlanta, Georgia; Cleveland, Ohio; Detroit, Michigan; Chicago, Illinois; (59th Street plant); St. Louis Park, Minnesota; Beech Grove, Indiana; Granite City, Illinois; Dallas, Texas; Los Angeles, California; Portland, Oregon; and Denver, Colorado.
 - a. At those NATIONAL locations which do not have battery dismantling facilities, GOULD will deliver scrap whole batteries only to NATIONAL'S contract breaker/s.
 - b. NATIONAL shall have the right to change the location of or close any of its plants, in which case GOULD will deliver scrap to and pick up metal from the new location/s. If the new location should prove un-economically situated for GOULD, GOULD may be excused from using that location and will be given credit from a volume standpoint for the tonnage that would otherwise have been delivered.
 - c. Scrap is to be delivered f.o.b. NATIONAL'S plants or their contract breakers during regular business hours. NATIONAL will make every effort to unload GOULD'S trucks as quickly as possible

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3. (continued)

a. Conversion Charges

	<u>Year 1970</u>	<u>Year 1971</u>
<u>Per ton of metal returnable</u>		
Scrap whole batteries (includes breaking charge)	\$94.80	\$97.50
Plant scrap	74.80	76.90

- b. Antimony additions are to be charged at the difference between RMI Laredo, bulk antimony price plus 1¢ and the Metals Week area lead price, both based on average for month of metal return. During a serious antimony shortage, however, antimony charge is subject to negotiation. Antimony additions are to be at the end of the month of shipment.

c. Arsenic is to be charged for as follows:

Below .10	Subject to negotiation
.10 to .30%	No charge
.30%	\$1.50 per ton
.40%	2.50 " "
.50%	3.50 " "

If specified above .50%, subject to negotiation.

Alloys for GOULD'S Industrial Division with As .02 to .05%,

Sn .12 to 20%, Cu .02 to .05% will carry a premium of \$5.00 per ton, to be billed at end of month of shipment.

- d. Should GOULD require special additions of tin, copper, cadmium, silver or other metals not provided for in current specifications parties are to negotiate any necessary extra charges.
- e. Metal shipped in excess of returnable metal is to be billed at NATIONAL'S current selling price at the end of the month of shipment based on average metal prices for month of shipment.

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3. (continued)

as quoted in Metals Week. Should GOULD'S balance of metal returnable at any plant build up to a level beyond GOULD'S ability to consume it, NATIONAL and GOULD will negotiate a basis for purchase of the excess by NATIONAL. Each of NATIONAL'S plants will issue a report to GOULD headquarters as soon as possible after the end of the month listing receipts of scrap whole batteries and plant scrap, assays on scrap, opening balances, shipments, closing balances and other necessary information.

4. GOULD agrees not to buy scrap batteries for conversion by NATIONAL from sources other than normal retail outlets to which customer furnishes new batteries, nor to permit these outlets to purchase scrap batteries for GOULD.
5. Performance hereof by either party is to be excused if, so long as, and to the extent that such performance is interrupted, delayed or prevented by governmental intervention, war, the elements, failure of supplies, plant breakdowns, or any matter beyond the control of the affected party, it being agreed that the avoidance of strikes or labor disturbances shall not be considered a matter within the control of either party. GOULD agrees that the closing of any NATIONAL plant by government authorities for reasons of health, air pollution or water pollution shall be considered a force majeure situation.
6. Any taxes (other than taxes based on income) imposed on NATIONAL for delivery of material hereunder are to be for the account of GOULD.
7. This agreement shall be in effect from August 1, 1970 to December 31, 1971.

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A G R E E M E N T

BY THIS AGREEMENT made and entered into as of June 1, 1971 between NL INDUSTRIES, INC., a New Jersey corporation (hereinafter called "NL") and GLOBE-UNION INC., a Delaware corporation (hereinafter called "GLOBE"), the parties agree as follows:

1. Globe agrees to deliver plant scrap and scrap whole lead-acid storage batteries at the equivalent minimum rate of 25,000 tons of returnable metal per year and NL agrees to receive said materials for conversion into antimonial or other lead alloys to GLOBE's specification as herein provided.

2. GLOBE agrees to deliver plant scrap and scrap whole lead-acid batteries f.o.b. NL's plants and to pick up antimonial lead alloys f.o.b. NL's plants. Where NL uses a battery breaking contractor, GLOBE agrees to deliver scrap whole batteries to such contractor. GLOBE agrees to deliver all scrap whole batteries by truck, except at Perth Amboy where NL agrees to accept not to exceed two (2) rail carloads per week and at those other locations at which, and to the extent that, NL agrees to accept rail deliveries. NL agrees to accept plant scrap by rail at all locations.

3. NL agrees:

- (a) To receive scrap materials during regular plant hours and during such additional hours as have been or may be arranged at individual plants.

(b) NL will make every reasonable effort to unload ^{will} GLOBE trailers promptly and/have them available for pick up within 48 hours after receipt, including Saturdays during "busy season", but excluding Sundays and Holidays.

(c) To weigh each shipment of material received, issue receipt for same and maintain adequate records; to count plant scrap drums, skids, cans or other containers; to provide a battery count at those plants where automatic counting equipment is available.

(d) To return to GLOBE as antimonial lead f.o.b. NL's plants:

(i) Against plant scrap-

97% of the lead content and

97% of the antimony content.

(ii) Against scrap whole batteries-

97% of the metal content of scrap whole batteries

delivered by GLOBE. Antimony content of anti-

monial lead returnable versus scrap whole batteries

is to be 2.65% for receipts during the year 1971,

and is subject to adjustment, upward or downward at

any time after December 31, 1971, based on results

of sampling, as provided in paragraph 3 (g) below.

- (iii) To adjust returnable antimonial lead to GLOBE's specification, but not less than 2.65% antimony (or adjusted figure, as provided above in this section) without special negotiations.
- (iv) To provide other lead alloys which from time to time may be required, as agreed.
- (e) To invoice GLOBE monthly for conversion and other charges and furnish information necessary to support such invoice, and further to provide a monthly report for each plant, or unit, as desired, containing a statement showing GLOBE's balance at the beginning of the month, returnable metal content of receipts, as provided in 3 (d) above, shipments and/or exchanges and closing balance at the end of the month by the 10th working day of the following month.
- (f) To consider the following groups, which refer to locations of NL's plants, for the purpose of determining metal balances.
 - (i) Atlanta
 - (ii) Beech Grove, Chicago, Granite City, Cleveland (It is understood that the present scrap whole battery volume patterns, as evidenced by 1969 and 1970 for Cleveland and Granite City will continue).
 - (iii) Dallas
 - (iv) Perth Amboy
- (g) To perform sampling annually (or more frequently, if mutually agreed) of scrap whole batteries in accordance with present practice, with which both parties are

familiar, to determine the returnable metal content in accordance with 3 (d) (ii) above and to determine the antimony content of the returnable metal.

(i) At the beginning of the second calendar quarter following the quarter in which samples are taken, returnable metal percentages are to be adjusted upward or downward to reflect the latest sampling results by averaging the new results with the returnable metal percentages in effect, giving equal weight to both.

(ii) Returnable metal percentages in effect for the month of June, 1971, for scrap whole batteries will be:

Atlanta	45.45%
Beech Grove-Chicago	47.50%
Cleveland	
from Louisville & Geneva	47.50%
" Bennington & Middletown	45.65%
Perth Amboy	45.65%
Dallas	45.70%
Granite City	47.50%

(iii) Returnable metal percentages for the period starting July 1, 1971 shall be determined by averaging the returnable metal percentages in paragraph 3 (g) (ii) with returnable metal percentages determined in accordance with

paragraph 3 (d) (ii) based on battery samples taken in March 1971. Thereafter, returnable metal percentages shall be revised annually (or more frequently, if mutually agreed) in accordance with paragraph 3 (g) (i).

(iv) With respect to returnable metal percentages: Results from samples taken at Beech Grove or Chicago shall apply to Beech Grove, Chicago, Granite City and the Louisville and Geneva deliveries to Cleveland. Results from samples taken at Perth Amboy shall also apply to scrap whole batteries delivered to Cleveland from Bennington and Middletown.

(h) To furnish virgin or secondary corroding lead in one-ton blocks in exchange for GLOBE's excess stocks of antimonial lead at GLOBE's request (with 30 days notice) up to:

300 tons per month at Chicago

225 tons per month at Perth Amboy

100 tons per month at Atlanta

To cooperate to extent of NL's capability in making other exchanges requested by GLOBE.

4. GLOBE agrees promptly upon receipt of NL's invoices:

(a) To pay NL for conversion per ton of returnable metal at the following rates:

	Scrap Batteries	Whole Plant Scrap
June 1 to December 31, 1971	\$ 95.00	\$66.00
January 1, 1972 to December 31, 1973	\$103.00	\$71.00

- (b) To pay NL for antimony content in excess of returnable metal content at the difference between the published Laredo antimony price, plus 1¢ nominal freight, and the area lead price.

METALS WEEK monthly averages are to apply. GLOBE's inventory in NL's plants is to be maintained at 2.65% antimony (or at whatever level the antimony content of metal returnable versus scrap whole batteries may be adjusted to).

- (c) To pay NL such charges as may be negotiated for additions of other metals, such as arsenic in excess of .50%, tin in excess of .50%, copper, cadmium, silver, calcium, etc.
- (d) To pay NL \$4.00 per ton for furnishing virgin corroding lead f.o.b. GLOBE's plant in exchange for antimonial lead as provided above in paragraph 3 (h). This charge shall not apply when NL supplies secondary corroding lead f.o.b. NL's plants or when virgin corroding lead is shipped to NL's pigments plants for conversion into oxide for shipment to GLOBE's plants.

5. GLOBE agrees to maintain an inventory balance of approximately 20 days supply in each NL plant or group, as described in paragraph 3 (f). Should a deficit exist, however, at any plant or group at the end of two consecutive months, NL will invoice GLOBE for the deficiency at the end of the second month at market prices in effect at the end of that month and at NL's best price to the battery industry in the area, including any trucking allowance or other benefit.

At termination of this contract, if not renewed, appropriate invoices will be issued for any deficits then existing.

NL agrees that GLOBE has the right to be billed at any time that a deficiency exists at the then best current price to the battery industry in that area. NL further agrees to base invoice pricing on the monthly average prices, if GLOBE anticipates a deficit and notifies NL by the first of the month.

NL further agrees to do its best to supply GLOBE's requirements during deficit situations. It is recognized that prior notice by GLOBE will help to assure supplies.

6. GLOBE agrees not to buy scrap batteries for conversion by NL from sources other than customers to which GLOBE furnishes new batteries, nor to permit these outlets to purchase scrap batteries for pick-up by GLOBE.

7. NL reserves the right to close or relocate any NL plant or plants with reasonable notices to GLOBE.

8. Performance by either party shall be excused if, so long as, and to the extent that such performance is interrupted, delayed or prevented by governmental intervention, war, abnormal weather conditions, failure of supplies, plant breakdowns, or any matter beyond the control of the affected party, it being agreed that the avoidance of strikes or labor disturbances shall not be considered a matter within the control of either party.

GLOBE agrees that the closing of any NL plant(s) by government authorities for reasons of health, air pollution or water pollution shall be considered a force majeure situation.

Notwithstanding the foregoing, NL agrees in any such event to make reasonable efforts to continue to supply GLOBE antimonial lead requirements from other NL plants and also to receive plant scrap and scrap whole batteries from GLOBE at other NL plants, if capacity permits.

9. Any taxes (other than taxes based on income) imposed on NL for delivery of material hereunder shall be for the account of GLOBE.

10. Any notice hereunder may be served on the parties hereto by sending a letter, unless otherwise instructed, duly addressed and postage prepaid by registered United States mail. Notices to GLOBE shall be mailed to GLOBE at 5757 North Green Bay Avenue, Milwaukee, Wisconsin 53201. Notices to NL shall be mailed to NL at 111 Broadway, New York, New York 10006.

11. This agreement shall be binding on the successors of each of the parties hereto.

12. This agreement shall be in effect from June 1, 1971 to December 31, 1973.

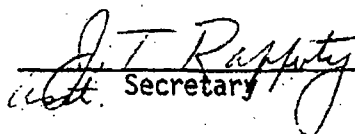
IN WITNESS WHEREOF, the parties hereto have by their respective and duly authorized officers hereunto set their corporate signatures and seals, all as of the day and year first set forth above.

ATTEST:



(SEAL)

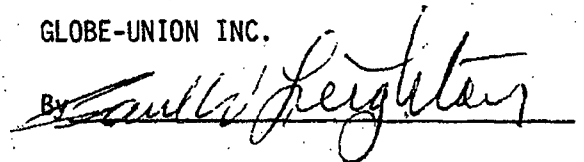
ATTEST:


Secretary

(SEAL)

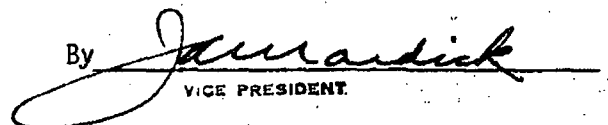
GLOBE-UNION INC.

By



NL INDUSTRIES, INC.

By


VICE PRESIDENT

A G R E E M E N T

By this Agreement made and entered into as of December 14, 1973, between NL INDUSTRIES, INC., a New Jersey Corporation (hereinafter called "NL") and GLOBE-UNION, INC., a Delaware Corporation (hereinafter called "GLOBE") the parties agree as follows:

1. a) GLOBE agrees to deliver plant scrap and scrap whole lead-acid storage batteries to NL at a rate to approximate 85% of the total specifiabale antimonial lead delivered and/or converted for GLOBE hereunder; e.g., if GLOBE receives approximately 45,000 tons of antimonial lead, then GLOBE will supply NL with about 38,250 tons of scrap (metallic content). GLOBE agrees that the plant scrap shall not exceed twenty (20%) percent of the total scrap (metallic content) supplied to NL.
- b) NL agrees to receive said material for conversion into antimonial or other lead alloys to NL's specification and GLOBE agrees to accept and pay for the following minimum tonnages, shipped to GLOBE's plants in accordance with Schedule A attached, during the indicated calendar years:

1974	45,500 tons
1975	46,000 tons
1976	50,000 tons

GLOBE will take the following tonnages each month \pm 10%:

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	<u>Jan/May & Aug/Dec</u>	<u>June & July</u>
1974	3,900 tons	3,250 tons
1975	3,950 tons	3,250 tons
1976	4,300 tons	3,500 tons

Any appreciable upward variance from these estimates will be reviewed and adjusted on the first business day of November immediately preceding the next contractual year in order to allow both parties to better estimate that year's tonnage, with the exception of 1974.

2. GLOBE agrees to deliver plant scrap and scrap whole lead-acid batteries f.o.b. NL's plants and to pick up antimonial lead alloys f.o.b. NL's plants. Where NL uses a battery breaking contractor, GLOBE agrees to deliver scrap whole batteries f.o.b. contractor. GLOBE agrees to deliver all scrap whole batteries by truck. NL agrees to accept plant scrap by rail at all locations until an improved transportation system is developed which would reduce health and safety hazards.
3. NL agrees:
 - a) To receive scrap materials during regular plant hours and during such additional hours as have been or may be arranged at individual plants.
 - b) NL will make every reasonable effort to unload GLOBE trailers promptly and to have them available for pick-up within 48 hours after receipt, including Saturdays during "busy season," but excluding Sundays and Holidays.
 - c) To weigh each shipment of material received, issue receipt for same and maintain adequate records; to count

plant scrap drums, skids, cans or other containers; .
to provide a battery count at those plants where auto-
matic counting equipment is available.

- d) To return to GLOSE as antimonial lead f.o.b. NL's plants:
- i) Against plant scrap -
96.5% of the lead content and
96.5% of the antimony content.
 - ii) Against scrap whole batteries -
96.5% of the metal content of scrap whole
batteries delivered by GLOSE. Antimony content
of antimonial lead returnable versus scrap whole
batteries is to be 2.68% for receipts during the
period January 1, 1974 through June 30, 1974, and
is subject to adjustment, upward or downward at any
time after July 1, 1974, based on results of sampling,
as provided in paragraph 3 (g) below.
 - iii) To adjust returnable antimonial lead to NL's speci-
fication, but not less than 2.68% antimony (or ad-
justed figure, as provided above in this section)
without special negotiation. *See page 3A added.
- e) To invoice GLOSE by the 10th working day of the following
month for conversion and other charges and furnish in-
formation necessary to support such invoice, and further
to provide a report for each plant, or unit, as desired,

- 3A -

If the antimony specified in the lead returned to Globe
(e.g. 53A) is less than the antimony level contained in
inventory (presently 2.65%), Globe will receive credit for
the difference in antimony units.

*For Credit
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containing a statement showing GLOBE's balance at the beginning of the month, returnable metal content of receipts, as provided in 3 (d) above, shipments and/or exchanges and closing balance at the end of the month.

- f) To consider the following groups, which refer to locations of NL's plants, for the purpose of determining the returnable metal percentages, which percentages will be adjusted quarterly based on the history of scrap receipts to these groups during the previous six (6) month period:
- i) Atlanta
 - ii) Beech Grove, Chicago, Granite City, Cleveland
(it is understood that the present scrap whole battery volume patterns, as evidenced by 1972 and 1973 for Cleveland and Granite City will continue).
 - iii) Dallas
 - iv) Perth Amboy, Pedricktown
 - v) Los Angeles, Portland
- g) To perform sampling annually (or more frequently, if mutually agreed) of scrap whole batteries in accordance with present practice, with which both parties are familiar, to determine the returnable metal content in accordance with 3 (d) (ii) above and 3 (g) (ii) below and to determine the antimony content of the returnable

metal. NL reserves the right to amend the sampling procedure provided such amended procedure can prove more meaningful to the actual metal determination.

- i) At the beginning of the second calendar quarter following the quarter in which samples are taken, returnable metal percentages are to be adjusted upward or downward to reflect the latest sampling results by averaging the new results with the returnable metal percentages in effect, giving equal weight to both.
- ii) Returnable metal percentages in effect for the months of January 1, 1974, through June 30, 1974, for scrap whole batteries will be:

	<u>%</u>
Atlanta	47.14
Beech Grove - Chicago	47.14
Cleveland	
from Louisville &	
Geneva	47.14
from Bennington &	
Middletown	47.14
Pedricktown - Perth Amboy	47.14
Dallas	47.14
Granite City	47.14
Los Angeles; Portland	46.46

The foregoing percentage returns apply to current mix rubber/plastic case batteries. For dry factory reject batteries shipped segregated, the return will be 60.50% of the total weight.

- iii) Returnable metal percentages for the period starting July 1, 1974, shall be determined by averaging the returnable metal percentages in paragraph 3 (g) (ii) with returnable metal percentages determined in accordance with paragraph 3 (d) (ii) based on battery samples taken in March, 1974. Thereafter, returnable metal percentages shall be revised annually (or more frequently if mutually agreed) in accordance with paragraph 3 (g) (i).
- h) To furnish virgin or secondary corroding lead in standard shapes in exchange for GLOBE's excess stocks of antimonial lead at GLOBE's request (with 30 days notice) under the following terms and conditions:
- i) GLOBE will retain its antimony units as applied credits to withdrawals of antimonial lead by GLOBE.
 - ii) NL will charge GLOBE a softening fee of:
 - \$35 per ton of ~~XXXX~~ metal exchanged for first quarter of 1974
 - \$40.00 per ton of ~~XXXX~~ metal exchanged during balance of 1974
 - \$45.00 per ton of ~~XXXX~~ metal exchanged during calendar 1975
 - \$50.00 per ton of ~~XXXX~~ metal exchanged during calendar 1976
 - iii) The monthly cumulative amount of excess antimonial lead softened for conversion into battery oxide shall not exceed 25% of the total amount of battery oxide regularly delivered on a quarterly calendar

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basis from NL locations to GLOBE.

- iv) In the event GLOBE requests balances of soft lead to be transferred to NL oxide locations separated from NL's secondary lead facilities, then GLOBE shall be charged the lowest commercial freight rate between such locations. For purposes of this contract:

NL will absorb freight charges between Perth Amboy and/or Pedricktown to existing NL oxide locations at Brooklyn and/or Philadelphia. NL will also absorb freight charges between Granite City to the existing NL oxide location at St. Louis.

4. GLOBE agrees within fifteen (15) days of the date of NL's invoices:

- a) To pay NL for conversion per ton of returnable metal at the following rates during the indicated calendar years:

	<u>1974</u>	<u>1975</u>	<u>1976</u>
Scrap Whole Batteries	\$125.00	\$135.00	\$145.80

- b) To pay NL for conversion per ton of material received at the following rates during the indicated calendar years:

	<u>1974</u>	<u>1975</u>	<u>1976</u>
i) Plates - pasted/unpasted; pot dross; casting dross; reject oxide; dust:	\$68.75	\$72.75	\$76.75
ii) Sump mud; Slurry	\$70.75	\$74.75	\$79.75

Plant scrap to be shipped in minimum truckload quantities

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for category 4 (b) (i) and/or 4 (b) (ii) to apply.
If shipped in mixed load, then conversion charges 4
(b) (ii) will apply.

- c) To pay NL for antimony purchased to maintain GLOBE's inventory in NL's plants at 2.68% antimony (or at whatever level the antimony content of metal returnable versus scrap whole batteries may be adjusted to). The price for the antimony will be the published RMT Laredo antimony price, plus nominal freight, less NL's price for lead. Prices in effect for month of receipt of plant scrap shall govern.
- d) To pay NL for alloys shipped against returnable metal as follows:
 - i) For antimony content in excess of returnable metal content (currently 2.68%) at RMT Laredo antimony price (currently 92¢ per pound) plus nominal freight (currently 2¢ per pound) as published in Metals Week for month of shipment.
 - ii) For arsenic additions in excess of .10% at a monthly fee in accordance with market conditions. Such charge is currently \$1.25 per pound.
 - iii) For tin additions in excess of .10% at the American Metal Market New York Prompt Straits Tin Price in effect for the month of shipment.
 - iv) For additions of copper, cadmium, silver or other metals at NL's cost of metals in effect for month of shipment.

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- v) For manufacturing (in minimum 60 ton lots) a charge of \$20.00 per ton for all alloys other than NL alloys. This manufacturing charge is subject to change by seller on 30 days written notice. This charge will be in effect for all shipments on or after July 1, 1974.
- e) To pay NL for direct purchases of alloys as follows:
 - i) For lead content at NL's price for lead in effect for month of shipment.
 - ii) For antimony content at the published PMM Laredo antimony price in effect for month of shipment, plus nominal freight.
 - iii) For arsenic additions at a monthly fee in accordance with market conditions.
 - iv) For tin additions at the American Metal Market New York Prompt Straits Tin Price in effect for month of shipment.
 - v) For additions of copper, cadmium, silver or other metals at NL's cost of metals in effect for month of shipment.
 - vi) For manufacturing (in minimum 60 ton lots) a charge of \$20.00 per ton for all alloys other than NL alloys. This manufacturing charge is subject to change by NL on 30 days written notice. This charge will be in effect for all shipments on or after July 1, 1974.

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f) To pay NL \$5.00 per ton for furnishing virgin corroding lead f.o.b. GLOBE's plants in exchange for antimonial lead as provided above paragraph 3 (h). This charge shall not apply when NL supplies secondary corroding lead f.o.b. NL's plants.

5. GLOBE agrees to maintain with NL an inventory balance of 3,000 tons (metallic content). Should a deficit exist below 3,000 tons at the end of the month, NL will invoice GLOBE for the deficiency at NL's average prices for the month in which the deficiency took place. GLOBE may at its option transfer balances in excess of 3,000 tons to any NL location which shows a deficit. Such transfer shall not exceed 500 tons per month from all locations and not more than ²⁵⁰~~100~~ tons from any one NL location. Charge by NL will be \$22.50 per ton of metal transferred for GLOBE. At the termination of this contract, if not renewed, appropriate invoices will be issued for any deficits then existing.
6. NL may at its option terminate this Agreement if GLOBE directly or indirectly through GLOBE distributors, should purchase and deliver to any NL location for conversion under the terms and conditions of this Agreement junk batteries from other than GLOBE customers purchasing new batteries.
7. NL will only accept junk batteries in GLOBE (or an authorized GLOBE distributor) trucks.
8. By the 15th calendar day of each month GLOBE will issue to NL a tentative schedule of releases for each product by location for the succeeding month.

9. NL will provide ingots in other than NL standard battery industry shapes at a charge, (currently \$35 per ton of metal). Should GLOBE request a specific shape which requires special tooling and/or molds, such charges will be for the account of GLOBE. NL will advise GLOBE of such expenses prior to making any commitments for GLOBE's account.

10 10. Unless NL gives its specific approval, each NL location shall not have less than four (4) percent of GLOBE's tonnage with NL during any calendar quarter.

11. Any upward variance in the price of fuel from the price in effect on December 31, 1973, and any downward variance in the price of fuel to, but no lower than, the price in effect on December 31, 1973 will affect the conversion costs in (4) (a) and (b). For each \$1.00 change in the fuel price the change in conversion costs will be fifteen (15) cents per ton. The price will be adjusted at the beginning of each calendar quarter. Index basis to be furnished.

12 12. Any upward variance in the price of scrap iron from \$79.11 per ton and any downward variance in the price of scrap iron to, but no lower than, \$79.11 per ton will affect the conversion costs in 4 (a) and (b). For each \$1.00 change in the price of scrap iron the change in the conversion costs will be eight (8) cents per ton. The price will be adjusted at the beginning of each calendar quarter based on the average of the three preceding months' prices for No. 1 Heavy Melting Steel for Pitts-

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Burgh, Philadelphia and Chicago as published in
American Metal Market.

13. If during the life of this Agreement prices and terms that are substantially more favorable in the aggregate than the terms and conditions of this Agreement are agreed to by NL with other customers, such new prices and terms will be extended to GLOBE prospectively.
14. NL hereby certifies that its charges and prices under this Agreement will fully comply with the Price Stabilization Program of the United States.
15. The following words used herein shall have the indicated meaning:
 - a) Pound: A pound shall consist of 16 ounces avoirdupois.
 - b) Ton : A ton shall consist of 2,000 pounds.
 - c) Currency: Dollars and cents, U.S.A. currency.
16. NL reserves the right to close or relocate any NL plant or plants on reasonable notice to GLOBE.
17. Performance by either party shall be excused if, so long as, and to the extent that such performance is interrupted, delayed or prevented by governmental intervention, war, abnormal weather conditions, failure of supplies, plant breakdowns, or any matter beyond the control of the affected party, it being agreed that the avoidance of strikes or labor disturbances shall not be considered a matter within the control of either party. GLOBE agrees that the closing of any NL plant (s) by government authorities for reasons of health, air pollution or water pollution shall be considered a force majeure situation.

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18. Any taxes (other than taxes based on income) imposed on NL for performance of its obligations hereunder shall be for the account of GLOBE.
19. Any notice hereunder may be served on the parties hereto by, sending a letter, unless otherwise instructed, duly addressed and postage prepaid by registered U. S. mail. Notices to GLOBE shall be mailed to GLOBE at 5757 North Green Bay Avenue, Milwaukee, Wisconsin 53201. Notices to NL shall be mailed to NL at 111 Broadway, New York, New York 10006.
20. This Agreement shall be binding on the successors of each of the parties hereto.
21. This Agreement shall be in effect from January 1, 1974, to December 31, 1976, and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have their respective and duly authorized officers hereunto set their corporate signatures and seals, all as of the day and year first set forth above.

NL INDUSTRIES, INC.

By *[Signature]*
S.R.

ATTEST:

[Signature]
(SEAL) ASSISTANT SECRETARY

GLOBE-UNION, INC.

By *[Signature]*
Pres.

ATTEST:

[Signature]

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15004

SCHEDULE A

NL-GLOBE CONVERSION AGREEMENT DATED 12/14/73

Approximate tonnages to be shipped by NL to GLOBE

<u>GLOBE PLANT</u>	<u>1974</u>	<u>1975</u>	<u>1976</u>
ATLANTA	5,010	5,260	5,260
BENNINGTON	3,470	-	-
DALLAS	3,725	3,910	3,910
FULLERTON	1,000	-	3,600
GENEVA	3,875	5,025	5,025
LOUISVILLE	8,300	8,715	8,715
MIDDLETOWN	6,520	6,840	6,840
OWOSSO	11,950	12,550	12,550
FLORENCE	570	600	600
TEXARKANA	480	500	500
ST. JOE	<u>600</u>	<u>2,600</u>	<u>3,500</u>
	45,500	46,000	50,500

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10005

GLOBE/CRL MI

WU INFOMASTER 1-012437A029002 01/29/75

TLX NLIND NYK

02 NEW YORK JANUARY 29, 1975

TWX 910 262 3084 GLOBE/CRL MI

ATTN: R MASON



PLEASE BE ADVISED THAT OUR PERTH AMBOY PLANT IS CLOSED
AND DIVERT ALL YOUR SHIPMENTS TO PEDRICKTOWN PLANT.

0

PENNS GROVE-AUBURN ROAD
PEDRICKTOWN, N.J.

-----EFFECTIVE IMMEDIATELY-----

REGARDS

HARRY J HEINKELE

NLI

1221 EST

GLOBE/CRL MI

PC-209 00-1-151
CONFIDENTIAL



METAL DIVISION

Eastern Region

FEBRUARY 1975

SALES OFFICE CLOSING

TO OUR CUSTOMERS:

THE PERTH AMBOY METAL MANUFACTURING PLANT, HAVING BEEN CLOSED IN 1974, THE FINAL PHASE-OUT HAS BEEN COMPLETED AND THIS SALES OFFICE WILL BE CLOSED EFFECTIVE JANUARY 31, 1975.

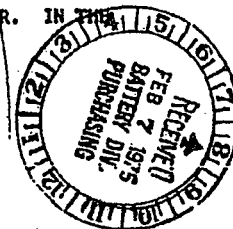
WE WILL CERTAINLY APPRECIATE YOUR BUSINESS, AS WE HAVE IN THE PAST, AND REQUEST THAT YOU FORWARD ALL COMMUNICATIONS DIRECT TO:

N L INDUSTRIES, INC.
METAL SALES DEPARTMENT
2850 WEST THIRD STREET
CLEVELAND, OHIO 44113

TELEPHONE: 216-621-2361

TELEX NO.: 810-421-8885

WE ARE IN THE PROCESS OF OBTAINING A TOLL FREE NUMBER. IN THE MEANTIME, PLEASE CALL US COLLECT.



1050 State Street, P.O. Box 831, Perth Amboy, New Jersey 08862 • (201) 625-6000
New York (212) 349-1120 • Philadelphia (215) 822-8188
Division of N L Industries, Inc.

100-20600-7500
CONFIDENTIAL



April 30, 1974

Mr. Glen Krause
Globe Union Inc.
P. O. Box 591
Milwaukee, Wisc. 53201

Dear Mr. Krause:

In accordance with our recent conversation, and to the present extremely small input of whole batteries to the Perth Amboy plant, our decasing operation will be discontinued May 1, 1974.

Please see that all shipments of whole batteries from your Bennington, VT plant go to our Pedricktown, NJ plant.

Very truly yours,


J. J. Cullen

Manager National Battery Accounts

JJC/ds

JC-209

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CONFIDENTIAL

Rife
H. Rife



NATIONAL LEAD COMPANY

Chicago Branch

PAUL J. PATER, Manager
ARTHUR R. MILLAS, Asst. Manager
WILLIAM E. WILLIAMS, Asst. Manager
ROBERT J. KOVAR, Asst. Manager
ROBERT W. MONTTRICK, Asst. Manager
EUGENE G. TEHL, Comptroller
LOUIS L. DARAY, Asst. Comptroller

P. O. BOX 1000A
900 WEST 18th STREET
CHICAGO 80

October 9, 1962

Mr. Howard J. Rife
Globe Union Inc.
900 East Keefe Avenue
Milwaukee 1, Wisconsin

Dear Howard:

This will acknowledge our telephone conversation of this morning, regarding the exchange of 1,000 tons of Antimonial Lead in Globe Union inventory at Perth Amboy, for 1,000 tons of Corroding Lead. Please deduct same from the balance of Metal Due at the Atlantic Branch. The amended balance at Atlantic Branch will be 1,160,435 pounds.

In checking our records we have found a miscalculation of metal returnable in your DM # 2570 B, received September 4, 1962, at Goldsmith, Chicago. Assay weight of Raw Plates was shown as 1,672 pounds, this should have been 16,721 pounds, a difference of 15,049 pounds at 97% returnable, please increase the balance of Metal Due at Goldsmith, Chicago, by 14,597 pounds. The amended balance will be 30,911 pounds.

The amended Grand Total of Metal Due as of September 30, 1962 is 2,972,393 pounds.

Very truly yours,

E. J. Sabatino
E. J. Sabatino
ACCOUNTING DEPARTMENT

RJS:11

cc: D. Drews 10/11/62

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06

FOR QUALITY
ORIGINAL

File
HSR 140



NATIONAL LEAD COMPANY

Chicago Branch

PAUL J. PATER, Manager
ARTHUR R. MILLAR, Asst. Manager
WILLIAM E. WILLIAMS, Asst. Manager
ROBERT J. KOVAR, Asst. Manager
ROBERT W. MCKITTRICK, Asst. Manager
EUGENE G. TEHLE, Comptroller
LOUIS L. DARAY, Asst. Comptroller

P. O. BOX 7000A
900 WEST 18TH STREET
CHICAGO 80

December 12, 1962

Mr. Howard J. Rife
Globe Union Inc.
900 E. Keefe Ave.
Milwaukee 1, Wisconsin

Dear Howard,

This will confirm our telephone conversation of this afternoon regarding the balance of metal due at the Perth Amboy plant. In October we reported 150 Tons of metal being exchanged for corroding lead. In November we reported 275 tons for exchange. The 275 tons reported in November includes the 150 tons previously reported. Please change your records accordingly. The corrected balance of metal due at Perth Amboy is 1,196,088.

Very truly yours,

R. J. Sabatino
Accounting Department

RJS:ns

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10-11

FOR QUALITY
ORIGINAL